

**SECRET**

AGREEMENT made this \_\_\_\_ day of \_\_\_\_\_, 1949 effective the 15th day of March 1949, by and between the United States of America (hereinafter referred to as the Government), as represented by the Central Intelligence Agency, and [REDACTED] (hereinafter referred to as the Employee).

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R E C I T A L S

A. The Government desires the services of the Employee for CIA under circumstances requiring the Employee to provide himself with an appropriate cover for operations, and the Government desires to send the Employee overseas for intelligence operations.

B. The Employee desires as an employee of the Government to serve CIA abroad under the supervision and control of the Office of Policy Coordination and is willing to accept the responsibility of providing himself with a suitable cover for the purpose of such employment with the Government.

ARTICLE I. Relationship of Employee to His Cover Occupation.

The Employee shall understand that his cover occupation shall be one which is logical to his professional background and attainments, and shall outwardly conduct himself in accordance with this cover.

1. All operational directions and instructions from OPC will be transmitted from Headquarters in an appropriate manner.

2. CIA will direct all travel which is to be performed by the Employee, and his dependents, including both operational and permanent change of station. The Employee shall be entitled to reimbursement for necessary expenses incurred in connection with such travel as is directed by CIA in amounts not to exceed

**SECRET**

**SECRET**

-2-

those permissible under Public Law 724. Detailed procedures under such law need not be followed by the Employee. [Since the Employee's cover employment is currently established, normal travel will be reimbursed Employee by his cover employment and will not be paid by CIA provided, however, that if CIA directs the Employee to travel in such a manner that the Employee's cover employment will not reimburse such travel, expenses thereof will be reimbursed by CIA in accordance with provisions of this paragraph.]

3. CIA will reimburse the Employee for expenses incurred in the performance of this contract including entertainment, purchase of information, extraordinary expenses, and travel within Employee's assigned area where such expenses are approved by CIA or its authorized representative in the assigned area. Accountings must be submitted by the Employee for such expenses in accordance with existing regulations.

ARTICLE II. Relationship of the Employee with CIA. Although it may outwardly appear that the individual is other than an employee of the Government, he shall in fact be an employee of CIA and shall be generally governed by the regulations of CIA.

ARTICLE III. Salary. The Employee shall receive an initial basic salary of \$8,509.50, the equivalent of P-7. Increases in the basic salary shall be in accordance with CIA policy. In the event that the salary level of the Employee's indicated grade is altered by General Legislation, the salary authorized under the Contract shall be

**SECRET**

**SECRET**

-3-

altered accordingly. ~~with proposed security~~

1. The Employee's salary will be paid to him in accordance with his written directions in a manner acceptable to CIA.
2. The Employee's salary authorized hereunder will be reduced by the amount of his income from his cover employment; provided, however, that such reduction will not necessarily equal the amount of such income, and that the determination of the reduction will be in the sole discretion of CIA; and provided further, that in no event, will the amount to be paid by CIA be less than \$2,400.00 per annum.
3. Subject shall receive, where authorized in advance, in addition to his salary, living and quarters allowances in an amount not to exceed that authorized under Public Law 724. No amounts will be paid under this Section during the period Employee continues his current cover employment.
4. During the period 15 March 1949 to 15 April 1949, the Employee's salary will be paid at the rate of \$520.00 per month notwithstanding the basic salary prescribed above; provided, however, that the aforesaid sum will be reduced by the amount of any compensation received by the Employee from his cover employment during this period.
5. From the amounts actually paid by CIA, there shall be deducted the appropriate percentage (now 6%) of the total base salary prescribed in this Article. This amount is to be deposited for eventual crediting to Civil Service Retirement Fund.

**SECRET**

**SECRET**

-4-

ARTICLE IV. Death and Disability Benefits. The Employee shall be entitled to death and disability benefits equal to the benefits authorized under the United States Employees' Compensation Act. The Employee will be eligible to procure insurance currently in force by the War Agencies Employees Protective Association. Claims by the Employee, or his heirs, assigns, or legal representatives under this Article will be processed by CIA in its discretion and in such manner as not to impair the past, present, or future security of the Employee or CIA.

ARTICLE V. Annual Leave. During the period of the Employee's cover employment, annual and sick leave will be granted by CIA only to the extent that such benefits coincide in kind and time with like benefits accorded the Employee through his cover employment.

ARTICLE VI. Continuance of Pay and Allowances. If the Employee is determined by CIA to be absent in a status of "Missing", "Missing in Action", "Interned in a Neutral Country", "Captured by the Enemy", "Beleaguered", or "Besieged", he shall for the period he is determined to be in any such status be entitled to receive or to have credited to his account the same pay and allowances to which he was entitled at the beginning of such period of absence. Continuance of pay and allowances, as specified above, shall be in a manner similar to that prescribed in the Missing Persons Act of 1942. (50 USCA App 1001-1015, 7 March 1942).

ARTICLE VII. Rehabilitation. If the circumstances of the Employee become such that his employment with CIA is impaired to an extent that the employment contemplated under this contract is no longer advisable or possible through a breakdown of the security surrounding his profes-

**SECRET**

**SECRET**

-5-

in such event, CIA will make a appropriate adjustment within the scope of the contract to replace the Employee in a comparable professional position either within CIA or in other general occupation for which the Employee is equipped. Should this be impossible, CIA will continue the salary of the Employee, such salary to continue up to one year if required, during which period the Employee must make reasonable efforts so to rehabilitate himself. If the security of the Employee's continued employment should be placed in jeopardy through gross neglect or willful act of the Employee, appropriate action and guarantee of rehabilitation set forth hereinabove, will be at the discretion of CIA.

ARTICLE VIII. Federal Income Tax. It will be the personal responsibility of the Employee to comply with current Federal Income Tax Laws in an appropriate manner consistent with the security of his personal circumstances. In furtherance of this responsibility, the Employee shall be required to file with CIA a copy of the original Income Tax form filed by him with the Bureau of Internal Revenue, United States Treasury. If no return is filed, CIA shall be so notified by the Employee.

ARTICLE IX. Security. This contract contains information affecting the national defense of the United States within the meaning of the Espionage Act (50 USC 31 and 32, as amended). Its transmission or the revelation of its contents in any manner to an unauthorized person is prohibited by law. Violation of this Article or any security agreement signed by the Employee with the Government shall result in immediate disciplinary action, which may include suspension, separation from Government service, and may subject the Employee to criminal prosecution

**SECRET**

**SECRET**

-6-

1. The termination of this contract will not release the Employee from the provisions of any security oaths which he may be required to take by CIA.

2. The Employee shall not publish, transmit, or divulge in any manner, information received by him as the result of his employment by the Government under this contract without specific written authority from the Director, CIA.

ARTICLE X. Orders and Directives. Orders and Directives received in briefing and training, shall be complied with by the Employee. No promises or commitments to the Employee of any nature whatsoever, beyond and in addition to the terms hereof, shall be binding on the Government unless and until such promise or commitment is reduced to writing and approved by an authorized official of CIA, and such writing placed with this contract, thereby becoming an amendment hereto.

ARTICLE XI. Term. The employment of the Employee hereunder shall be for such time as his services are required and appropriations are available for the functions of CIA. The Employee shall be considered under this Agreement as a permanent employee of CIA. Unless sooner terminated in accordance with the provisions of this Agreement, the term hereof shall be limited to a two-year period from the effective date hereof.

UNITED STATES OF AMERICA

BY: \_\_\_\_\_

AUTHORIZED OFFICIAL

APPROVED: \_\_\_\_\_

ACCEPTED: \_\_\_\_\_

BY: \_\_\_\_\_

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